



at&t

## Terms of Service

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## **AT&T High Speed Internet Terms of Service**

This Terms of Service & Terms of Use ("Agreement") along with the AT&T Acceptable Use Policy, set forth your obligations, AT&T's obligations, and the rules you must follow when using the att.net or my.att.net portal ("Site") and/or (1) AT&T High Speed Internet, AT&T High Speed Internet Direct, AT&T Dial and AT&T U-verse High Speed Internet ("Service(s)"); (2) FastAccess DSL, FastAccess Business DSL (purchased with a voice line and without a voice line), BellSouth® Dial Internet Service provided by BellSouth Telecommunications; (3) Wireless Broadband provided by BellSouth Entertainment, LLC; (4) AT&T Worldnet DSL and AT&T Worldnet Dial provided by AT&T Internet Services; (5) AT&T Dial (including Prodigy Internet) and AT&T High Speed Internet (purchased with a voice line and without a voice line) provided by AT&T Internet Services; and (6) AT&T U-verse High Speed Internet. All of the companies listed above shall hereinafter be referred to as "AT&T". All of the products listed above shall hereinafter be referred to as the ("Service(s)").

**This document covers Terms of Service & Terms of Use for both the att.net (powered by Yahoo!) portal and the my.att.net portal. Certain sections have limited applicability as follows:**

- Sections highlighted in **grey** are applicable only to att.net users.
- **Underlined sections** (except to indicate Web addresses) apply only to my.att.net customers. Yahoo! is not a party to the my.att.net Terms of Service.

**PLEASE READ THIS AGREEMENT CAREFULLY.** Your registration, payment for or use of the Site and/or Service constitutes your agreement to be bound by the charges, terms and conditions set forth in this Agreement, including those incorporated by reference.

- **If you use the att.net portal:** This is a binding agreement between you (the Member Account holder), and Yahoo! Inc. ("Yahoo!") and the AT&T entity that provides your Internet Access<sup>1</sup>;
- **If you use the my.att.net portal:** This is a binding agreement between you (the Member Account holder), and the AT&T entity that provides your Internet Access.

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using our Service. Fourth, AT&T will provide high speed Internet access service in discrete, non-overlapping speed tiers.

### **1. Changes to the Service & This Agreement**

From time to time, we may change this Agreement, the Site, or Service, including the rates and charges. We will provide you with thirty (30) days notice of material changes via either your Member Account e-mail address or U.S. mail. It is your responsibility to check your e-mail address for any such notices. Your continued subscription to the Service after receipt of such notice constitutes your acceptance of such changes.

We may also, from time to time, make temporary changes to your Service. If a temporary change is made that would have a material impact on your Service, AT&T will give you at least thirty (30) days notice. The terms and conditions for such changes will be included in the notice and incorporated by reference into this Agreement at: [www.att.com/temporaryterms](http://www.att.com/temporaryterms). Your

continued subscription to the Service after receipt of the notice constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.

## **2. AT&T High Speed Internet Service Description**

The Service is composed of narrowband or broadband access to the Internet provided by AT&T. The Site, provided by AT&T and Yahoo!, is composed of a broad selection of on-line resources including email, communication tools, forums, shopping services, search services and personalized content and branded programming. Broadband access is provided in speed tiers of: (1) 200 Kbps to 768 Kbps downstream (not available for AT&T U-verse High Speed Internet service); (2) 769 Kbps to 1.5 Mbps downstream; (3) 1.56 Mbps to 3.0 Mbps downstream; (4) 3.1 Mbps to 6.0 Mbps downstream; (5) 6.1 Mbps to 10.0 Mbps (available only with AT&T U-verse High Speed Internet service); and (6) 10.1 Mbps to 18 Mbps downstream (available only with AT&T U-verse High Speed Internet service) (collectively "Service Capability Speeds"). AT&T may periodically introduce additional speed tiers. Because these speed tiers may become available before this Agreement is updated, you should check [www.att.com](http://www.att.com) for the most current product information. For purposes of clarity, this Agreement applies to all speed tiers offered by AT&T, even those which are not specifically identified above.

The speeds identified above are Service Capability Speeds, which are the downstream rates at which your line transfers Internet access data between the network interface device at your home, office or apartment building to the first piece of routing equipment in AT&T's network. Service Capability Speeds should not be confused with Throughput Speed, which is the speed at which your modem receives and sends Internet access data ("Throughput Speed."). These speeds may vary and are not guaranteed. Throughput speed depends upon many factors including customer location, destination and traffic on the Internet, interference with high frequency spectrum on your telephone line, wiring inside your home, office or apartment, the capacity or performance of your computer or modem, the server with which you are communicating, internal network factors, and the networks you and others are using when communicating. In order to provide a consistently high-quality video service, AT&T U-verse High Speed Internet throughput speeds may be temporarily reduced when a customer is using other U-verse services in a manner that requires high bandwidth. This could occur more often with higher speed Internet access products. In order to enhance reliability and consistency of performance, some broadband access lines may be provisioned at less than the maximum speed capability but within the range of speed purchased.

**a. IP Addresses.** AT&T High Speed Internet and AT&T U-verse High Speed Internet Services are provided with either a dynamic Internet Protocol ("IP") address, a static IP address, or multiple static IP address service (as applicable) at AT&T's sole discretion. The dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses.

## **3. Registration and Membership**

When you complete the registration process for the Site or the Service, you become the "Member Account" holder. You must be 18 years or older to be a Member Account holder. You will be asked to choose a unique "Member ID" for your account. Customers of the Service may also create up to ten "Sub Accounts" (each of which will have a separate password and Member ID). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts.



All information that you provide to AT&T and Yahoo! must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to:

- **For att.net users:** the AT&T Member Center by going to <http://att.yahoo.com/myaccount>, or
- **For my.att.net users:** AT&T Member Services at <http://www.myatt.net/memberservices>.

#### **4. Pricing – Term Plans, Bundle Discounts**

When you purchased the Service, you agreed to specific price and plan, which may have included a term of one or two years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and the bundled services for the applicable term. If you signed up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the term expires; (2) you move from your current service address to another service address; or (3) you drop one of the AT&T services you were required to purchase to receive the special rate.

#### **5. Termination**

**a. Early Termination Fee.** When you purchased the Service, you agreed to a specific price and plan, which may have included a term. **You agree that if you cancel your plan before the end of the term, you will pay the early termination fee** associated with that plan. If you did not sign up for a term plan, the term for your Service will be month-to-month.

**b. Suspension/Termination by AT&T or Yahoo!.** AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. AT&T and/or Yahoo! may, however, immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice if: (a) your payment is more than 30 days overdue; (b) you provide false or inaccurate information to AT&T; (c) you (or a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; or (d) you (or a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws).

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a restoral of service fee may apply. This fee is in addition to all past due charges and other fees.

**c. Termination of Voice Service.** If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your AT&T High Speed Internet Service or continue to provide it at the then-current rates, terms and conditions applicable for AT&T High Speed Internet Direct, our broadband service without voice. You agree to pay any new or higher monthly fees that may apply to your new Service after termination of the wireline voice service. If AT&T elects to terminate your Service, we reserve the right to charge any applicable early termination fees. For AT&T U-verse High Speed Internet customers, AT&T will continue to provide Internet service after termination of the wireline voice service, unless it is not technically feasible to do so.

**d. Termination of Dial Service.** Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan or are suspended by AT&T prior to month end, you will be charged for the entire month of service. If you upgrade your AT&T Dial service to an AT&T High Speed Internet service your Dial charges will be prorated.

**e. Access to Yahoo! After Termination by AT&T.** If your Service is terminated by AT&T, you will no longer have access to the Yahoo! network or any of your Member account information using your Member ID, except as outlined in this Section and Section 9 (Yahoo! Premium Services). If you combined your Yahoo! ID with a Member ID, you will not be able to access Yahoo! using your combined ID after termination, unless you close your Member ID (your Member ID will be closed automatically no fewer than 60 days after termination). If you did not combine a Yahoo! ID with your Member ID, you will be given the option (when you sign in at Yahoo! using your Member ID) for at least 60 days after termination, to close your Member ID and transfer certain account information to a new Yahoo! ID. If you continue to access a Yahoo! account through a different Internet access provider after your Service account is terminated, then your use of your Yahoo! account after that time will be subject to the Yahoo! Terms of Service at <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>.

**Note:** Sub-accounts with a combined Yahoo! ID may be able to access the Yahoo! account provisioned under their combined Yahoo! ID when the Member ID of the Member Account holder is closed. After the Member ID of the Member Account holder is closed, Sub-Accounts who do not have a combined Yahoo! ID will not be able to transfer any of their Member account information to a new Yahoo! ID. Therefore, Sub-Account holders who wish to elect to transfer should make the election before the Member ID of the Member Account holder is closed.

## **6. Payment**

Service customers agree to pay: (1) the monthly fee specified when you ordered your Service; (2) the charge for all equipment required for your Service; (3) activation fees and installation charges, if any; (4) late fees, restoral of service fees and other applicable service charges; and (4) any applicable taxes, recovery fees and surcharges which AT&T pays to municipalities and other governmental entities and may pass on to you.

**a. Credit Check/Advance Payments & Deposits.** Service customers give us permission to obtain their credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T.

**b. Billing.** For customers who choose to self-install the Service, billing will begin when service is provisioned by AT&T, whether or not customer has installed and begun to use the service. For customers who choose to have a technician install the Service, billing will begin when the installation is complete, unless the customer initially selects to self-install, and subsequently asks for a technician installation.

**c. Method of Payment.** Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T U-verse High Speed Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling the following number: 1-800-ATT-2020.

**d. Credit Card Billing.** You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described



herein without requiring a signed receipt, and you agree that these TOS are to be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these TOS are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

**e. Online Billing for AT&T U-verse High Speed Internet Members.** You must register online to establish a personal AT&T My U-verse Account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal AT&T My U-verse Account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

**f. Late Payment & Failure to Pay.** If you choose to have the charges for your Service added to your telephone bill, and, if AT&T does not receive your payment before the next billing date, you shall pay to AT&T a late payment charge and/or an interest charge of 1.5% (1% in Louisiana), or the highest amount allowed by law, on all charges due and unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of AT&T rights to collect the full amount due. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. **AT&T may suspend or terminate Service if your payment is past due. If AT&T suspends your service for non-payment, you must pay all past due amounts in order to have service restored, and you may also, at AT&T's sole discretion, be required to pay a service restoral fee.** In the event you fail to pay AT&T or AT&T is unable to bill charges to your credit card, AT&T may assign unpaid late balances to a collection agency. In the event legal action is required to recover unpaid amounts, you agree to reimburse AT&T for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses.

## **7. Equipment & Software**

Other than the equipment and/or software provided to you by AT&T for use with the Service, you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T is not the responsibility of AT&T, and AT&T will not provide support, or be responsible for ongoing maintenance or management of such equipment. Any AT&T-provided modem or gateway will be either a new or a fully inspected and tested refurbished unit. Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to

manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment data or settings.

AT&T will repair or replace damaged equipment as AT&T deems necessary. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of your equipment. If the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement.

**a. Additional Equipment Information for AT&T U-verse High Speed Internet Customers.**

AT&T will make available to you certain equipment (including gateway, or Optical Network Terminal ("ONT"), all of which is herein collectively referred to as "U-verse Equipment"), required for your Service. If you do not purchase U-verse Equipment from AT&T, then you agree to rent the U-verse Equipment, as part of your purchase of the Service and/or other U-verse services. Rental/Purchase options depend on the AT&T U-verse services you order and the installation options you choose.

The U-verse Equipment requires electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, depending on the other U-verse services you purchase, AT&T may provide an initial gateway battery backup unit and an initial backup battery. If there is an ONT at your premises, AT&T will install an initial power supply box and provide an initial backup battery for the Optical Network Terminal power supply box. You hereby agree to be solely responsible for determining when backup batteries for any U-verse Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries.

Tampering with the U-verse Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended residential use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network).

You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the U-verse Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the U-verse Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen U-verse Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

Upon termination of your Service, for whatever reason, you must return all U-verse Equipment undamaged, within twenty one (21) calendar days to AT&T. If equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged for the value of the U-verse Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the U-verse Equipment within this time period. If all U-verse Equipment is returned within three (3) months of termination, any fees charged for such U-verse Equipment will be refunded (other than fees for damages). No refunds will be made for U-verse Equipment returned after three (3) months from termination.



## **8. Account Security**

You will receive a password associated with your Member ID upon completing the Site/Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T or Yahoo! by calling:

1-866-722-3425 for AT&T Dial subscribers,  
1-800-400-1447 for AT&T Worldnet subscribers,  
1-877-722-3755 for AT&T High Speed Internet subscribers,  
1-800-ATT-2020 for AT&T U-verse High Speed Internet subscribers,  
1-888-321-2375 for FastAccess DSL and BellSouth Dial Internet subscribers;

(b) ensure that you exit from your account at the end of each session; and (c) periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

## **9. Yahoo! Premium Services**

Yahoo! also offers certain premium services. You may be prompted to complete the registration process and provide billing and other information before you can use Premium Services. Premium Services are considered part of the Service and are covered by the terms of this Agreement, but may have separate posted guidelines or additional terms that you must follow when using such Premium Services. In addition, certain services offered by Yahoo! are governed by additional agreements. The posted guidelines, additional terms or additional agreements (as applicable) will be provided to you when you use, sign up for or register for those particular services. Unless otherwise expressly noted, the services provided by Yahoo! are consumer services.

Certain Premium Services are included as part of your membership in the Service. These are called "Core Premium Services." Other premium services are available for purchase at an additional cost. These are called "A La Carte Premium Services."

**a. Termination of Premium Services and Benefits.** Core Premium Services, any discounts that are provided to Members of the Service on the purchase of certain additional A La Carte Premium Services, or any other benefits provided as part of the Service will terminate upon termination or discontinuance of your membership with the Service. All Core and A La Carte Premium Services, discounts and other benefits provided as part of or in connection with the Service are subject to change at any time without notice. You may cancel a Premium Service at any time by calling Yahoo! Customer Service at (409) 349-5151.

For customers who have a Yahoo! ID that is combined with an account under this Service, any A La Carte Premium Services you may have will remain in effect according to the terms applicable to each of those services after termination of your account. For a period of at least 90 days after the termination of your Service account, you will be asked to close your Member ID when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://att.yahoo.com>) using your Yahoo! ID or Member ID. If you do not close your Member ID within such period, we will automatically close your Member ID for you. After your Member ID is closed, you will be able to access your A La Carte Premium Services using your Yahoo! ID.

If you did not combine a Yahoo! ID with an account under this Service, then any A La Carte Premium Services that you purchased under your Member ID will terminate if you fail to transfer them to a new Yahoo! ID within 90 days after termination of your Service.



account. Unless and until they are terminated, any A La Carte Premium services you may have will remain in effect according to the terms applicable to each of those services. Upon transferring your A La Carte Premium Services to a new Yahoo! ID, you will be able to access these premium services using your new Yahoo! ID. You will be given the option to transfer these premium services to a new Yahoo! ID, when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://att.yahoo.com>) using your Member ID within the transfer period. If you do not transfer these premium services to a new Yahoo! ID, we will terminate these premium services and you may lose some associated data that is stored in connection with such premium services, such as e-mails, photos, or briefcase data that are attributable to premium services that offer extra storage in the Yahoo! Mail, Yahoo! Photos, and Yahoo! Briefcase properties. Your Member ID will close when you transfer your A La Carte Premium Services or, if you fail to transfer them, at the end of the transfer period.

**Note:** Sub-Accounts with a combined Yahoo! ID will keep their A La Carte Premium Services under their Yahoo! ID when the Member ID of the Member Account holder is closed. Sub-Accounts with no combined Yahoo! ID will not have an opportunity to transfer their A La Carte Premium Services and associated data. Sub-Account holders should make the election following the process above before the Member ID of the Member Account is closed.

## **10. Restrictions on Use**

Your use of the Site & Service is subject to the AT&T Acceptable Use Policy ("AUP") (which may be viewed at <http://support.sbcglobal.net/legal/aup>). Violations of the AUP may result in suspension or termination of your Member Account or the Service by AT&T and/or Yahoo!.

**a. No Resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP). All aspects of the Service and Site, except that portion provided by third party providers, is copyrighted and property of AT&T and/or Yahoo! as applicable. You agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service.

**b. Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Site or Service(s). **AT&T and Yahoo! assume no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

AT&T respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored or transmitted to the Site in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing AT&T's Copyright Agent the following written information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a specific description of where the material that you claim is infringing is located on the Site; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.



AT&T's Copyright Agent for notice of claims of copyright infringement on the Site can be reached as follows:

Manager of Security & Copyright Infringement  
1800 Perimeter Park Drive  
Suite 100  
Morrisville, NC 27560  
Phone: (919) 319-5737  
Fax: (919) 319-8154  
E-mail: [copyright@att.com](mailto:copyright@att.com)

For more information about AT&T's copyright protection practices under the DMCA and for information on how to contact AT&T's DMCA agent, please refer to [www.att.net/legal/copyright](http://www.att.net/legal/copyright).

**c. Use by Children.** AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 will not be permitted to access the Site or Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Site or Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Site and Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor Yahoo! nor their licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor Yahoo! nor their licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T or Yahoo! liable for any loss or damage of any kind incurred as a result of the use of such access controls.

## **11. Data Management, Content & Links**

**a. Data Management.** You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

**b. Content.** You, and not AT&T or Yahoo!, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available via the Site and Service ("Content"). AT&T and Yahoo! do not generally pre-screen or control Content that is posted by users of the Site, and, therefore, do not guarantee the accuracy, integrity or quality of such Content. AT&T and Yahoo! shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse or remove any Content that is available via our Site that is illegal, violates these Terms or the AUP, or exposes AT&T or Yahoo! to any risk of claims, lawsuits or liability. As the providers of the Service, we are only a forum and are not liable for any statements, representations, or Content provided by Site users. Any opinions, advice or recommendations expressed therein are those of the users providing such Content and not those of AT&T or Yahoo!. We do not endorse any Content or any opinion, recommendation or advice expressed therein.

AT&T and Yahoo! may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of AT&T, Yahoo!, other end users and the public.

**c. Grant of License.** AT&T and Yahoo! do not claim ownership of Content you submit or make available for inclusion on the Site or Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Site, you grant AT&T and Yahoo! the following world-wide, royalty free and non-exclusive license(s) as applicable:

- (i) **For att.net users only:** With respect to Content you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, you grant AT&T and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Site solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Site and will terminate at the time you remove or Yahoo! removes such Content from the Site.
- (ii) With respect to photos, graphics, audio or video you submit or make available for inclusion on any publicly accessible area of the Site other than Yahoo! Groups, you grant AT&T and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Site solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Site and will terminate at the time you remove or Yahoo! removes such content from the site. This license exists only for as long as you elect to continue to include such Content on the Site and will terminate at the time such content is removed from the site.
- (iii) With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Site other than Yahoo! Groups, you grant AT&T and Yahoo! the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

**d. Links.** The Site may include links to other web sites or resources. These links are to websites which AT&T and Yahoo! do not control. AT&T and Yahoo! are not, therefore, responsible and will not be liable for the availability, content, advertising, products or other materials available on such websites or any damage alleged to have been caused by or in connection with the use of content available on such websites.

**e. Third Party Content.** Content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by AT&T, Yahoo! or advertisers you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site, Service or the Software in whole or in part.

## **12. Privacy Policies**

Registration data and certain other information about you are subject to the respective privacy policies of AT&T and Yahoo!. For more information see:

- **For att.net users:** <http://att.yahoo.com/privacy>
- **For my.att.net users:** [www.att.com/privacy](http://www.att.com/privacy).

## **13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling AT&T at 1-800-288-2020 for AT&T Dial Internet, AT&T High Speed Internet, and AT&T U-verse High Speed Internet subscribers; 1-888-321-2375 for FastAccess DSL subscribers; and 1-800-400-1447 for AT&T Worldnet subscribers. In the unlikely event that AT&T's business office is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not



been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. AT&T will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you and your attorney a special premium if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

#### **Arbitration Agreement:**

**a.** AT&T and you agree to arbitrate all disputes and claims between you and AT&T which are Arbitration Claims. "Arbitration Claims" as used in this Agreement means claims against AT&T based in whole or in part upon the Service(s), and does not include claims against Yahoo, or claims against AT&T or Yahoo that are based in whole or in part on the Site. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to Arbitration Claims which:

- are based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO ARBITRATION CLAIMS. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

**b.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: AT&T Internet Services - Legal Department, 208 S. Akard, Room 3100.04, Dallas, Texas 75202 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

**You may download or copy a form Notice and a form to initiate arbitration from here:**  
**[www.att.com/residentialarbitration](http://www.att.com/residentialarbitration)**.

**c.** After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be

administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. All issues, including the scope of this arbitration provision, are for the arbitrator to decide, except that issues relating to the enforceability of the arbitration provision are for the court to decide, but the arbitrator is bound by the terms of this Agreement. In no event shall the arbitrator have the authority to (a) make any award that is in excess of or contrary to what this Agreement provides, or (b) order consolidation or arbitration on a class wide or representative basis. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is:

- equal to or less than the greater of (1) \$5,000 or (2) the maximum claim that may be brought in small claims court in the county of your billing address; and
- greater than the value AT&T's last written settlement offer made before an arbitrator was selected,

then AT&T will:

- pay you the greater of (1) \$5,000 or (2) the maximum claim that may be brought in small claims court in the county of your billing address ("the premium") instead of the arbitrator's award; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses, that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the premium and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the premium and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T



agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

#### **14. Dispute Resolution with Yahoo!**

The relationship between users of the Site and Yahoo! shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Yahoo! agree, for disputes against Yahoo!, to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

#### **15. Software – End User License Agreement**

If you have connected to the Service by downloading or installing AT&T's and/or Yahoo!'s Internet software ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, Yahoo! or its applicable third party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T and Yahoo! for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

AT&T, Yahoo!, or applicable third party licensors may provide Software upgrades, updates or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or AT&T, AT&T, Yahoo!, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

**Export Limits.** None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States.

#### **16. Operational Limits/Force Majeure**

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that

AT&T and Yahoo! are not liable for such interruptions. You further understand and agree that AT&T and Yahoo! have no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T and Yahoo!. In addition, AT&T and Yahoo! are not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

#### **17. Support + Customer Service**

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. However, Customers in some areas are also eligible for Support +, a fee-based option for customer service and trouble-shooting associated with issues unrelated to the Service (e.g. help setting up your computer or troubleshooting problems with certain operating systems). Should you choose to purchase or subscribe to AT&T's Support + service, you agree to be bound by the Terms & Conditions located at: [www.att.com/supportplus](http://www.att.com/supportplus). AT&T reserves the right to change these Terms & Conditions from time to time in its sole discretion, with or without prior notice, by displaying the revised verbiage on [www.att.com/supportplus](http://www.att.com/supportplus). It is your obligation to periodically review the Support + Terms & Conditions. Your use of the Support + service following any such change (whether or not such changes are reviewed) constitutes your agreement to be bound by the Terms & Conditions as amended.

#### **18. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SITE, SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT&T, YAHOO! AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. AT&T, YAHOO! AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SITE, SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE, SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE BUT WITHOUT LIMITATION, NEITHER AT&T NOR YAHOO! WARRANTS THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, AND (v) ANY ERRORS IN THE SITE, SERVICE AND/OR SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR YAHOO! OR THROUGH OR FROM THE SITE, SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.



## **19. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR **YAHOO!** NOR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T OR **YAHOO!** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SITE, SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SITE, SERVICE AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE SITE, SERVICE AND/OR SOFTWARE.

**Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

## **20. Indemnity**

You agree to indemnify and hold **Yahoo!**, AT&T and their subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Site or Service, your use of the Site or Service, your connection to the Site or Service, your violation of this Agreement, your violation of the AUP or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Site and Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless and indemnify AT&T and **Yahoo!** from and against any and all claims stemming from usage of this account and any Sub Account—whether or not such usage is expressly authorized by you.

## **21. General**

**a. Special Admonition for Services Related to Financial Matters.** If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Site or Service concerning companies, stock quotes, investments or securities, AT&T and **Yahoo!** and their licensors will not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and will not be responsible or liable for any trading or investment decisions made based on such information. The Site and Service is provided for informational purposes only, and no Content included in the Site or Service is intended for trading or investing purposes.

**b. Contact Information.** Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling:

AT&T Dial Internet subscribers: 1-866-722-3425

AT&T High Speed Internet subscribers: 1-877-722-3755

AT&T U-verse High Speed Internet subscribers: 1-800-ATT-2020

FastAccess DSL and BellSouth Dial Internet subscribers: 1-888-321-2375

AT&T Worldnet subscribers: 1-800-400-1447

LEGAL NOTICES to AT&T and Yahoo! must be given by letter delivered by first class US mail to AT&T Service, PO Box 204089, Austin, Texas 78720-4089.

**c. Trademark Information/Proprietary Rights.** Yahoo!, the Yahoo! logo, and all other Yahoo! logos and product and service names are each trademarks of Yahoo! Inc. (the "Yahoo! Marks"). You may not display or use the Yahoo! Marks in any manner without Yahoo's prior written permission.

AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

**d. Additional Terms.** This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T, Yahoo! and you. This Agreement governs your use of the Site and/or Service, superseding any prior agreement between you and Yahoo! or AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo!, AT&T or affiliate services, third-party content or third-party software. The failure of AT&T or Yahoo! to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this agreement. You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T's or Yahoo's rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

**e. Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: <http://help.sbcglobal.net/servabuse/php> or e-mail us at [abuse@sbcbglobal.net](mailto:abuse@sbcbglobal.net).

<sup>1</sup> AT&T High Speed Internet, and AT&T High Speed Internet Direct are provided by AT&T Internet Services; FastAccess DSL, FastAccess Business DSL and BellSouth® Dial Internet Service are provided by BellSouth Telecommunications; AT&T U-verse High Speed Internet is provided by your local AT&T telephone company which is one of the following: Southwestern Bell Telephone, L.P., Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company, or BellSouth Telecommunications, Inc. AT&T Dial may be provided by any of the AT&T companies listed above (each of which is referred to herein as "AT&T").



## **AT&T WiFi Service Terms and Conditions**

These terms and conditions (the "Terms") govern your use of AT&T Internet Services' AT&T Wi-Fi service ("Service") and the AT&T Internet Services network ("Network"). Before using the Service, read the following Terms. Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service. ATTIS reserves the right to amend these Terms at any time. You can review the most current version of these Terms at [https://secure.sbc.com/terms\\_and\\_conditions.adp?](https://secure.sbc.com/terms_and_conditions.adp?) and you are responsible for periodically reviewing these terms for any updates or changes. Your continued use of the Service following any updates or changes to these Terms constitutes your acceptance of the new Terms. Customers subscribing to an annual Membership for the Service are also subject to the terms and conditions of the applicable Service Membership Agreement.

### **Description of the Service**

AT&T Internet Services ("ATTIS") will provide you with wireless access to the Internet through the provision of this Service. The Service includes providing end-users with appropriate WiFi technology access to certain ATTIS high-speed Internet access points ("Locations") and, depending on your Service plan, certain roaming partner locations. ATTIS may, but is not obligated to, extend its Locations through roaming agreements with other Internet Service Providers. If ATTIS does extend its Locations and you access the Service of a roaming partner, you will be responsible for any applicable roaming charges if you do not subscribe to a roaming Service plan from ATTIS.

### **General Use Restrictions**

Subject to your acceptance of and compliance with these Terms, payment to ATTIS for the Service and compliance with all ATTIS Online Policies identified below, you are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, resell or exploit for any commercial purposes your subscription to or membership in the Service, any portion of the Service, use of the Service, or access to the Service. You have no right to resell, sublicense, assign or transfer your right to access the Service or use the ATTIS Network. All information, documents, products, and software (the "Materials") provided with this Service were provided by or to AT&T Internet Services (ATTIS) by their respective manufacturers, authors, developers, licensees and vendors (including, without limitation, Wayport, Inc.) (the "Third Party Providers") and are the copyrighted work of ATTIS and/or the Third Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of ATTIS or the Third Party Provider. You also may not, without ATTIS' prior express written permission, "mirror" any Material provided with this Service on any other server.

Nothing provided with this Service shall be construed as conferring any license under any of ATTIS' or any Third Party Provider's intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. Any un-authorized use of any Materials provided with or through this Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### **Charges/Billing/Payment**

You agree to pay all charges and fees specified when you ordered the Service, including any monthly recurring or nonrecurring charges, taxes, fees, surcharges or other assessments applicable to the Service. All ATTIS charges for the Service are billed in advance. For customers signing up for an annual Membership ("Membership customers"), your charges for the Service will be billed according to the terms and conditions of your Membership Agreement. For customers with DSL or Dial Internet access through ATTIS who order a subscription to the Service ("Subscription customers"), the monthly recurring charges and rates for the Service will appear on the ATTIS portion of your AT&T local telephone bill. For Subscription customers, the

Service is provided on a month-to-month basis and the monthly charges are subject to change. Payment for the Service is due on the date specified on the AT&T local telephone bill, if any. If any portion of payment is received after the payment due date, a monthly late charge may apply. The monthly late charge will be administered according to the applicable state tariffs and/or in accordance with AT&T standard billing procedures and will not exceed the highest amount allowed by law. Telecommunications services will not be disconnected solely for non-payment of your ATTIS Service charges.

### **Cancellation of Services**

For Membership customers, cancellation of Services is governed by the terms and conditions of your Membership Agreement. For Subscription customers, you may cancel your subscription to the Service at any time by contacting ATTIS. If canceled after the first month subscription charges will be prorated to the date the Service is cancelled. Within ATTIS' sole discretion, ATTIS reserves the right to cancel your Service at any time, with or without notice, if ATTIS determines the Service is being used in an unlawful or improper manner, including violation of any law, regulation, these Terms or the ATTIS Online Policies.

Subscription customers who disconnect their DSL or Dial Internet access services will also automatically cancel their subscription to the Service.

### **Operational Limits of the Service**

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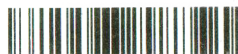
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